

EXHIBIT 1-FIRST PAGE OF TEMPLATE CONTRACT

II

CONTRACT AGREEMENT AND INSTALLMENT NOTE

CONTRACT NUMBER _____

THIS VACATION OWNERSHIP CONTRACT AGREEMENT AND INSTALLMENT NOTE ("Contract"), executed this _____ day of _____, by and between WYNDHAM VACATION RESORTS, INC., 8427 SouthPark Circle, Orlando, Florida 32819, a Delaware corporation formerly known as Fairfield Resorts, Inc., hereinafter referred to as "SELLER" and _____ Member Number: _____ of _____

Telephone _____ Number _____ : _____ of _____

hereinafter referred to as "BUYER", WITNESSETH:

The above designated SELLER agrees to sell and the BUYER agrees to purchase for the purchase price of \$ _____, together with interest and closing costs as hereinafter provided, a _____ undivided fee simple interest in the Units in _____ ("Property") of FAIRFIELD SMOKY MOUNTAINS II ("Condominium"), a horizontal property regime located in Sevierville, Tennessee, according to the plat filed or to be filed of record in Sevier County, Tennessee, subject to all provisions thereof and those contained in the Master Deed for Fairfield Smoky Mountains II ("Master Deed") recorded in official records Book 2049, Page 627 in the Register of Deeds Office in Sevier County, Tennessee, including all amendments and supplements, if any. The use, occupancy and possessory rights in and to the Property have been previously subjected to the FairShare Vacation Plan Use Management Trust Agreement ("Trust Agreement"), as amended and restated, pursuant to the FairShare Plus Vacation Ownership Assignment Agreement and Use Restriction ("Assignment Agreement") recorded or to be recorded in the Public Records of Sevier County, Tennessee. The FairShare Vacation Owners Association ("Association") serves as trustee (in such capacity, the "Trustee") under the Trust Agreement. The FairShare Vacation Plan ("Plan") established by the Trust Agreement is commonly known as the CLUB WYNDHAM Plus Program ("CLUB WYNDHAM Plus").

BUYER shall be assigned _____ Points ("Points") which Points are symbolic of BUYER'S Property interest and are to be used by BUYER in reserving the use of the Property through CLUB WYNDHAM Plus pursuant to paragraph 13 below.

1. INSTALLMENT NOTE

For value received BUYER(S), jointly and severally, promise to pay to the order of SELLER, its successors or assigns, the sum of \$ _____ together with interest at the ANNUAL PERCENTAGE RATE OF _____ % payable over _____ installments at \$ _____ per month, beginning _____ and on the same day of each successive payment period thereafter until the whole amount is fully paid. Payments are applied first to interest then to reduce the principal balance due. Interest will begin to accrue on the date hereof. All provisions contained herein shall survive the execution, delivery and recording of the Corporation Deed ("Deed").

Title insurance charges in the approximate amount of \$ _____ and filing fees of \$ _____ shall be due and payable by BUYER in conjunction with, and prior to delivery of Deed. The exact amount of filing fees plus title insurance charges will be determined after BUYER has paid the Contract in full and prior to delivery of Deed.

A processing fee of \$ _____ shall be due and payable upon the signing of this Contract.

PURCHASE PRICE \$ _____ PROCESSING FEE \$ _____

CASH DEPOSIT \$ _____ OTHER PAYMENT \$ _____

Wyndham Vacation Resorts, Inc. is the "Creditor." See BUYER'S "Truth-in-Lending Disclosure Statement."

2. ANNUAL ASSESSMENT

BUYER understands and agrees that upon execution of this Contract, BUYER shall become a member of the Governor's Crossing Property Owners Association II, Inc. (the "POA") and shall be responsible for BUYER'S pro rata share of common expenses, assessments and any and all other expenses ("POA Fee") incurred in the operation of the Condominium pursuant to the Master Deed during BUYER'S ownership of the Property. BUYER shall also become a member of the Association and shall be responsible for an annual Program Fee ("Program Fee") payable to the Association for BUYER'S share of the expenses associated with the maintenance and operation of the FairShare Vacation Plan Use Management Trust ("Trust"). All amounts payable by BUYER to the Association and the POA shall be paid by BUYER in one annual CLUB WYNDHAM Plus Assessment of the Association to the Trustee, as described in the Trust Agreement. The Plan Manager will then remit the appropriate amounts to the POA and the Association. BUYER agrees that the obligation to pay the POA Fee to the POA shall remain their personal obligation to the POA, notwithstanding the fact that it will be paid as part of the annual CLUB WYNDHAM Plus Assessment.

The annual CLUB WYNDHAM Plus Assessment (includes both the POA Fee and Program Fee) for the current calendar year based upon the purchase of the above referenced Property is \$ _____, payable in advance in monthly installments through an approved Auto Pay Plan. The annual CLUB WYNDHAM Plus Assessment, the amount, manner of payment, and the due date(s) are subject to change and shall be determined annually by the Trustee in accordance with the Master Deed and Trust Agreement.

In the event of a default under the terms of this Contract, all annual assessment sums paid in advance by BUYER shall be forfeited and retained by the Association.

3. BUYER'S ACKNOWLEDGEMENTS

BUYER, by execution of this Contract, does represent that BUYER is of legal age and that BUYER has received a copy of this Contract and understands the conditions of this Contract. BUYER HAS FURTHER AGREED THAT THE PROPERTY WILL NOT BE USED AS BUYER'S PRINCIPAL RESIDENCE. BUYER does further acknowledge, agree and warrant that the purchase of this undivided ownership interest is made for BUYER'S personal use with no expectation of deriving any profit or tax advantage therefrom whether through income, appreciation or otherwise and that there have been no representations concerning rentals, rent returns, tax advantages, depreciation or investment potential or other monetary or financial advantages and that none of such things have been represented to BUYER by SELLER, its agents, employees or associates. BUYER acknowledges that the Points assigned to BUYER'S Property interest are symbolic of said interest and have no intrinsic value.

SELLER has submitted the real property as hereinabove designated, and the building situated thereon, to the provisions of the Tennessee Horizontal Property Act, Tennessee Time-share Act, the Master Deed, and the Trust Agreement. The Master Deed and Trust Agreement allocate the Unit(s) and the BUYER'S undivided ownership interest therein and specifies BUYER'S voting rights, assessments and other obligations as an owner of an interest in the Condominium. BUYER understands and agrees and expressly consents that BUYER will be a member of the POA and agrees to be bound by the rules and provisions of such POA, and the Master Deed and Bylaws referred to herein, including a plat reflecting the accurate locations of the Unit(s) in the building.

BUYER understands that BUYER'S Property interest will be determined for all purposes by reference to the plat and the Master Deed. BUYER understands and agrees that the Master Deed shall grant to the Board of Directors of the POA and the Board of Directors of the Association the right to place liens upon the Property, of which the undivided ownership interest is a part, should BUYER be in default or fail to pay annual assessments when due. BUYER acknowledges that the annual CLUB WYNDHAM Plus Assessment described herein shall be used exclusively for the operation and administration of the Trust and the POA and that no portion of BUYER'S purchase contract payments are to be allocated to such funds. BUYER further acknowledges that BUYER'S use of the units and BUYER'S Property interest is subject to the terms and conditions of the Trust Agreement.

BUYER acknowledges, by executing this Contract, that SELLER will assign this Contract to one or more of SELLER'S lenders pursuant to financing arrangements with those entities. This Contract is not assignable by BUYER.